

1. This modification is issued to extend the BPA expiration date to 11/30/05 to coincide with the new expiration date of Contractual Licensing Program that was incorporated as Attachment B to the BPA and incorporates other administrative changes as shown below.

2. The office code for the FMO point of contact listed in Paragraphs B3.3.3 and D4.4.2 (All Sales) are hereby changed to read as follows: Code 846.2

3. Paragraph D4.4.2 (Army Sales) found on page 10 of the BPA is changed as follows:

The Email address for sending a copy of the check and letter to is corrected to read:

AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

4. Paragraph D.4.2 (Air Force Sales) is corrected to show that a copy of the check and letter shall be mailed or faxed to the following address:

AIR FORCE SALES:

Mail a copy of the check & letter to:

HQ OSSG/KAU

Financial Management

501 East Moore Drive

MAFB-Gunter Annex, AL 36114-3014

Or send via fax or email to:

Fax: 334-416-1351

Email: ITServices.bpa@gunter.af.mil

5. Additionally, the Air Force Fee Sharing letter is also corrected to change the email address to read ITServices.bpa@gunter.af.mil and a corrected copy is incorporated as Attachment 1 to this modification.

6. Effective June 1, 2005, there were two changes to the Fee Sharing Program. DISA is no longer participating in fee sharing, but DLA is added as a new participant. Therefore, all references to DISA are hereby removed from paragraphs D.4.2 (Acquisition, Contracting, and Technical (ACT) Fee) section and replaced with DLA information. The following paragraph D.4.2 is hereby replaced as follows:

4.2 Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January - March, April - June, July - September, and October - December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the Contract.

The Army, Air Force, DLA and Navy are participating in a fee-sharing program. The contractor shall collect 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency of Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, Navy or DoD as appropriate. Do not issue fee checks until written approval is received for the Report of Sales.

7. This first paragraph under D.4.2 "ALL SALES" is changed to read as follows:

ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Army, Air Force or DLA order placed against an ESI agreement managed by the Navy results in a 1% portion of the 2% fee being returned to the component's acquisition organization that placed the order (see each component's sales information herein). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Financial Management Office (FMO) shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales and 2% for all other sales.

8. The following paragraph hereby replaces the DISA Sales Information:

DLA SALES:

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

Remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA N00104-03-A-ZE92

ESI-SW Fee Sharing

Send check to:
Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:
Defense Logistics Agency
Attn: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or send via email to:
Email: Susan.Lizzi@dla.mil

9. The "Fee Sharing Summary" found on page 11 of the BPA is corrected to remove all references to "DISA" and replace with "DLA".

10. The DoD ESI website shown in paragraph C.5 (E-Commerce Site) is changed to read: <http://www.esi.mil>.

11. The following paragraph is hereby incorporated into Section E of the BPA as paragraph 7:

E. BPA MANAGEMENT AND OVERSIGHT

7. **Universal Standard Products and Services Code.** The Universal Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment D. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at <http://www.unspsc.org>.

12. The Report of Sales Format incorporated as Attachment D to the BPA is hereby replaced with the Report of Sales format enclosed as Attachment 2 to this modification. This revised format includes a new column for the required fill-in of the UNSPSC and replaces all references to DISA with the DLA information.

13. All other terms and conditions remain unchanged.